



**Montana Fish,
Wildlife & Parks**

STATE OF MONTANA DEPARTMENT OF
FISH, WILDLIFE & PARKS (FWP)
LIMITED SOLICITATION

Solicitation Number: FWP # 090253

Solicitation Title: Rookery WMA Farming
Contractor

Agency Contact: FWP PURCHASING OFFICER
Rick Dorvall (495-3249)

Limited Solicitation is an informal procurement method for purchases between \$5,001 and \$25,000. This process is authorized by section 18-4-305, MCA, and ARM 2.5.603.

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Federal Tax ID Number: _____

Responses to this solicitation will be accepted by FWP at **(406) 495-3253** (fax) **FWP, Purchasing, P O Box 200701, Helena MT 59620** (mailed) or **FWP, Purchasing, 930 Custer AVE., Helena MT** (delivered) **until Monday, June 8, 2009 at 2:00 P.M.** Proposals received by the purchasing officer after this time will not be accepted for consideration. Must be **received prior to 2:00 P.M.**

Provide the following services: Montana Fish, Wildlife and Parks is seeking bids for a contractor to provide farming services on the Rookery Wildlife Management Area near Havre Montana. Detailed specifications and location maps are included in pages 4 through 8 of this solicitation.

Price Per Hour: _____

Vendor Printed Name: _____

Vendor Signature: _____

Additional vendor information attached: Yes _____ No _____ **(check one)**

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction. **This cover page must be filled out and returned to Purchasing by 6/8/09 2:00 pm local time.**

SEE STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subcontracting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be

disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.



Project Overview:

The STATE OF MONTANA, Fish, Wildlife, & Parks is seeking a farming contractor to provide farming services per the following scope of work for our Rookery Wildlife Management Area located near Havre Montana. A more complete description of the supplies and/or services sought for this project is provided below. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

Location of Rookery Wildlife Management Area:

On Highway 2 in Havre at 7th Avenue, turn north onto Wildhorse Road. Take overpass over railroad tracks and Milk River then head west for .5 mile. Turn left onto the Badlands Road which parallels the Milk River on the north side. Continue west for approximately 4.5 miles to the east boundary of the Rookery WMA. **(Lat 48.575, Lng -109.793)**

Scope of Work:

Contract farmer will furnish all equipment and labor to perform farming activities on the Rookery Wildlife Management Area each year. Farming activities and practices will include the following:

- Since the irrigation ditches on the WMA have not been used since the summer of 1991, some ditches have been breached and /or eroded. The irrigation system will be repaired and rehabilitated.
- Erosion of the Milk River bank caused the loss of a section of one irrigation ditch. The destroyed section of this ditch will have to be relocated and reconstructed as necessary to deliver water.
- Previously irrigated fields that were seeded to perennial cover in 1992 will be broken and worked to prepare seed beds and will be replanted to perennial cover and/or food plots.
- All previously irrigated fields will not be worked up the first year. All previously irrigated fields will be prepared and seeded over the course of successive years.
- Once prepared and seeded, all previously irrigated fields will be irrigated as necessary, annually outside the upland game bird nesting period of May15 through July 15. This time period may be modified by the managing biologist as appropriate.
- Portions of previously non-irrigated fields, now in perennial vegetation, will be prepared and seeded as food plots.
- Mon-irrigated fields of crested wheat grass will be broken and worked to prepare seed beds for Dense Nesting Cover plantings.
- All newly farmed fields and food plots will require periodic rejuvenation by the farmer on a cycle established by the managing biologist.
- Other portions of these fields, as well as borders of some irrigated fields, will be prepared and planted with shrubs.
- Once initial farming activities are implemented and completed over the course of successive years, normal farm maintenance of irrigation systems, fields, food plots and shelterbelts will continue on an annual basis.
- The first year will likely require up to 100 hours of work to rehabilitate and repair the irrigation system and start work on the first fields. Farming and maintenance activities following the first year will likely require 49 hours of work annually.

Fish, Wildlife and Parks will supply seed materials.

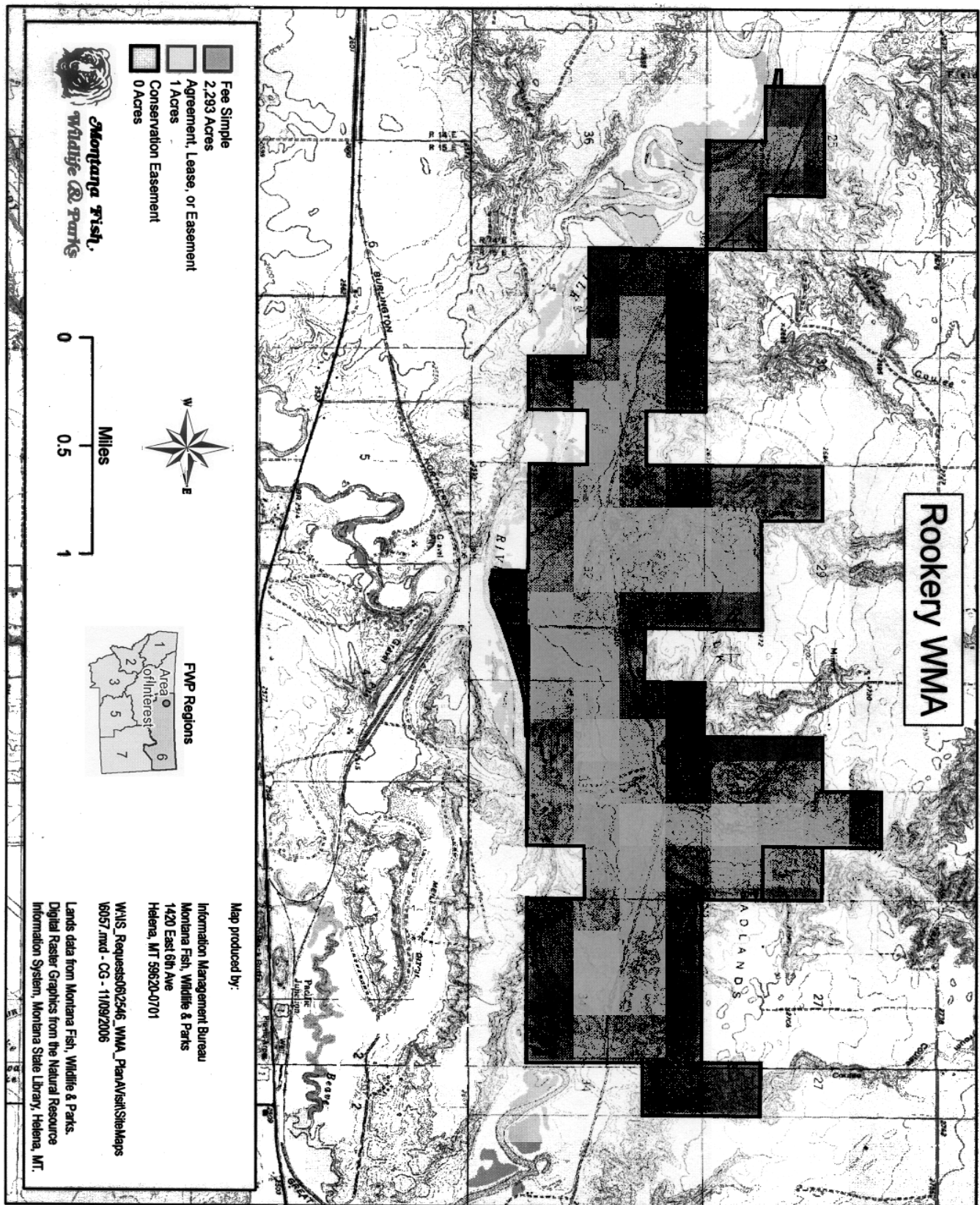
Contractor representative must demonstrate a minimum of 5 years farming experience including plowing, seeding, irrigation and harvesting.

Successful bidder must provide the following insurance documentation before contract can be awarded:

- Proof of compliance with the Workers' Compensation Act in the form of a Certificate of Insurance for Workers' Compensation insurance coverage, or Certificate of Independent Contractor Exemption and proof of insurance coverage.
- Federal Tax I.D. Number _____

The required insurance certificates, except those relating to Workers' Compensation, must name the State of Montana as an additional insured according to the Insurance Requirements stated in the contract. All insurances must be valid for the entire contract period.

Map 1 Rookery WMA



Map 2 Location

